

(e) “Termination Event” means the termination of this Agreement for any reason, and includes any termination, expiration or non-renewal which results from the exercise of the Non-Renewal Election.

(f) “Triggering Event” means the occurrence of any of the following events:
(i) a Termination Event, (ii) a Call Option Event, or (iii) a Change of Control Event.

5.2 Agreements Following a Triggering Event. Upon the occurrence of a Triggering Event:

(a) Client shall pay to Manager an amount equal to the sum of \$ multiplied by the EBITDA Multiplier, in immediately available funds, with such payment to be made not later than ten (10) days following the date on which the Triggering Event occurs; and

(b) The amount of the Profits Interest Units issued to Manager under the Operating Agreement shall be adjusted in the manner provided under Section 3.3[c] of the Operating Agreement.

5.3 Additional Termination Right. Conditioned upon Client’s satisfaction of Client’s obligations as set forth in Section 5.2 above, Client shall have the right to terminate this Agreement upon the occurrence of a Call Option Event or a Change of Control Event.

5.4 Survival. The obligations set forth in this Article shall not be extinguished by any termination of this Agreement.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Indemnification. Manager agrees to indemnify and hold Client and each of Client’s officers, managers, members, employees and agents harmless from and against any and all loss, cost, damage, liability and expense, including reasonable counsel fees and expenses (sometimes herein collectively referred to as a “Loss”) incurred as a result of Manager’s gross negligence, willful misconduct, fraud, or improper actions outside the scope of the authority granted to Manager. Except for the matters against which Manager has afforded an indemnity in accordance with the preceding sentence, Client agrees to indemnify and hold Manager and each of Manager’s officers, managers, members, employees and agents (including the Executives) harmless from any Loss resulting from Manager’s performance of its duties and obligations pursuant to this Agreement and in a manner that does not constitute gross negligence or intentional misconduct. The provisions of this Section 6.1 shall survive the expiration or termination of this Agreement.

6.2 Insurance. Client agrees to name Manager as an additional named insured on all liability insurance policies maintained by Client.

6.3 Benefits of Agreement. Except as otherwise expressly provided herein, the covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and,

nothing contained in this Agreement, expressed or implied, shall be construed to confer upon, or give to, any other person any right, remedy or claim under or by reason of this Agreement as a third party beneficiary or otherwise.

6.4 Notice. All notices, demands, requests and other communications required or permitted to be given by any provision of this Agreement shall be in writing (the term "writing" shall include electronic mail or facsimile communications) and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile or electronic mail transmission, air or other courier, or hand delivery, to the party to be notified addressed as follows:

If to Manager:	Fire Lake Partners, LLC 3127 Commercial Drive Anchorage, AK 99501 Attn: Stephen M. Roberts
With a required copy to:	Stephen M. Roberts 5350 Poplar Avenue, Suite 875 Memphis, TN 38119
If to Client:	Alaska DigiTel, LLC 3127 Commercial Drive Anchorage, Alaska 99501 Attn: President

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Agreement: (i) three (3) business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class certified mail, return receipt requested, postage prepaid; (ii) on the date of confirmed transmission when delivered by electronic mail or facsimile transmission, telex, telegraph or other telecommunication device; (iii) on the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, (or if delivery is made after 5:00 p.m. (recipient's local time) on any business day), such notice, demand, request or communication shall be deemed to have been given and received on the next business day.

Any party to this Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

6.5 Interpretation. The parties hereby agree that each party has reviewed and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.6 Incorporation. All exhibits and schedules attached hereto, or to be attached hereto, and all other agreements and instruments referred to herein are hereby incorporated by reference into this Agreement as fully as if copied herein verbatim.

6.7 Further Assurances. The parties further agree that, upon request, they shall do such further acts and deeds and shall execute, acknowledge, deliver and record such other documents and instruments as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purpose of this Agreement.

6.8 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement and such action is successful, the prevailing parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses, even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

6.9 No Waiver. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance. No consent or waiver expressed or implied by any party to this Agreement to or of any breach or default by any other party to this Agreement in the performance by such other party of its obligations hereunder, shall be deemed or construed to be a consent or waiver to, or of, any breach or default of any other party of the same or any subsequent obligations hereunder. Failure on the part of any party to this Agreement to complain of any act or failure to act of any party to this Agreement or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting parties of their rights hereunder.

6.10 Section Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

6.11 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the internal laws of the State of Alaska without regard to conflicts of laws principles.

6.12 Arbitration. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement. If these discussions are unsuccessful, the parties agree that any action asserting a claim by one party against another party hereto arising out of or relating to this Agreement shall, on the written notice by one party to the other (as applicable), be submitted to binding arbitration to be held in Seattle, Washington. The parties shall hold an initial meeting within thirty (30) days from receipt of notice from the requesting party of a request for arbitration. Unless otherwise agreed in writing, they will jointly appoint a mutually acceptable arbitrator not affiliated with either party. If they are unable to agree upon such appointment within thirty (30) days of the initial meeting, the parties shall obtain an odd numbered list of not less than five (5) potential arbitrators from the Superior Court for the Third Judicial District, State of Alaska. Each party shall alternatively strike a single name from the list

until only one name remains, with such person to be the arbitrator. The party requesting the arbitration shall strike the first name. Each party shall pay one-half (½) of the costs related to the arbitration, unless the arbitrator's decision provides otherwise. Each party shall bear its own costs to prepare for and participate in the arbitration. Each party shall produce at the request of the other party, at least thirty (30) days in advance of the hearing, all documents to be submitted at the hearing and such other documents as are relevant to the issues or likely to lead to relevant information. The arbitrator shall promptly render a written decision, in accordance with Alaska law and supported by substantial evidence in the record. The prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges and expended or incurred therein, if the arbitrator's decision so provides. Failure to apply Alaska law, or entry of a decision that is not based on substantial evidence in the record, shall be additional grounds for modifying or vacating an arbitration decision. Judgment on any arbitration award shall be entered in any court of competent jurisdiction. In any subsequent arbitration, the decision in any prior arbitration of this Agreement shall not be deemed conclusive of the rights among the parties hereunder.

6.13 Severability. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced without giving effect to such unlawful, invalid or unenforceable provision. Furthermore, if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

6.14 Counterpart Execution. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Further, in making proof of this Agreement, it shall not be necessary to produce or account for more than one (1) such counterpart. Execution by a party of a signature page hereto shall constitute due execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.

6.15 Successors and Assigns. This Agreement is binding on the successors and permitted assigns of all parties hereto.

6.16 Amendments. This Agreement may be modified or amended as herein provided; however, each and every modification and amendment of this Agreement must be in writing and except as otherwise provided herein, signed by all the parties hereto, and any amendment entered into by AKD will be considered a transaction between AKD and an Affiliate (as defined in the Operating Agreement) that must be approved by AKD in accordance with the terms and conditions of Section 7.1 of the Operating Agreement.

6.17 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the designated period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

6.18 Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter hereof. Any prior agreements, discussions or representations not expressly contained herein shall be deemed to be replaced by the provisions hereof, and no party has relied on any such prior agreements, discussions or representations as an inducement to the execution hereof.

6.19 Relationship. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Manager and Client, it being the intent of the parties hereto that the relationship created here is, in fact and intent, that of an independent contractor. Nothing contained herein shall be deemed to constitute Client and Manager as partners or joint ventures.

6.20 No Assumption of Liabilities. Manager shall not, by entering into this Agreement or performing the Services become liable for any of the obligations, liabilities or debts of Client. Except to the extent that Client would be entitled to indemnification under Section 6.1, Client agrees to indemnify, defend and hold harmless Manager, the Executives, and the members, officers, managers and employees of Manager from and against any and all such liabilities.

6.21 Restriction on Assignment. Neither party hereto may assign its interest in or delegate the performance of its obligations under this Agreement to any other person without obtaining the prior written consent of the other party.

[Signatures Follow]

[Signature Page to Management Services Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CLIENT:

ALASKA DIGITEL, LLC

By: _____

Name: _____

Title: _____

MANAGER:

FIRE LAKE PARTNERS, LLC

By: _____

Name: _____

Title: _____

EXHIBIT B

Operating Agreement

AKD000000132

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

OF

ALASKA DIGITEL, LLC

This Second Amended and Restated Operating Agreement is made as of the [] day of [], 2006 (the "Effective Date"), by and among General Communication, Inc., an Alaska corporation ("GCI"), Pacificom Holdings, L.L.C., a Delaware limited liability company ("Pacificom"), Red River Wireless, LLC, a Delaware limited liability company ("Red River"), Graystone Holdings, LLC, an Alaska limited liability company ("Graystone"), AKD Holdings, LLC, a Delaware limited liability company ("AKD Holdings") and Fire Lake Partners, L.L.C., an Alaska limited liability company ("Fire Lake"), such parties being all of the Members of Alaska Digitel, LLC, an Alaska limited liability company (the "Company"), on the Effective Date.

In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

ARTICLE 1. FORMATION AND DEFINITIONS

1.1 Formation. The Company was formed on September 17, 1996 by filing Articles of Organization with the Alaska Department of Commerce, Community, and Economic Development under the Act.

1.2 Name. The name of the Company is Alaska Digitel, LLC. The business of the Company will be conducted under such name, and any other name or names as the Company may from time to time determine.

1.3 Members and Units. The name and address of each Member and its number of Units held as of the Effective Date are set forth in Schedule 1.3.

1.4 Office and Agent.

[a] The registered office of the Company in Alaska is 508 West 2nd Avenue, Third Floor, Anchorage, Alaska 99501 and its registered agent is John H. Tindall. The Company may change its registered office or registered agent in Alaska in accordance with the Act.

[b] The principal office of the Company is at 3127 Commercial Drive, Anchorage, Alaska 99501. The Company may change its principal office upon the affirmative Vote of Members owning more than 50% of the outstanding Units.

1.5 Foreign Qualification. The Company will apply for a certificate of authority to do business in any other state or jurisdiction, as required or appropriate from time to time, and will

file such other certificates and instruments as may be required or appropriate from time to time in connection with its formation, existence and operation.

1.6 Term. The Company became effective as a limited liability company on the date its Articles of Organization were filed with the Alaska Department of Commerce, Community, and Economic Development and will continue in effect, unless and until a Dissolution occurs and Articles of Dissolution are filed in accordance with the Act.

1.7 Effective Date; Amendment and Restatement. This Agreement will become effective on the Effective Date and as of such date, amends and restates in its entirety the Amended and Restated Operating Agreement of the Company dated March 31, 2004, as amended by amendments dated April 7, 2004, January 9, 2006 and [], 2006 (as amended, the "Former Operating Agreement"), which shall be null, void and of no further force or effect.

1.8 Definitions. The following terms used in this Agreement have the corresponding meanings set forth below:

Act:	the Alaska Revised Limited Liability Company Act, as amended from time to time.
Additional Contribution:	a capital contribution (other than the Initial Contribution) that a Member makes to the Company with respect to any Units issued to such Member, as described in Section 4.2.
Adjusted Capital Account Deficit:	as to any Member, the deficit balance (if any) in such Member's Capital Account as of the end of the Fiscal Year, after [a] crediting to such Capital Account any amount that such Member is obligated to restore pursuant to this Agreement or is deemed obligated to restore pursuant to the minimum gain chargeback provisions of the § 704(b) Regulations and [b] charging to such Capital Account any adjustments, allocations or distributions described in the qualified income offset provisions of the § 704(b) Regulations that are required to be charged to such Capital Account pursuant to this Agreement.
Adjusted Initial Capital Account:	as defined in Section 14.1[a].
Affiliate:	with respect to any Person, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person. Notwithstanding the foregoing, for purposes of this Agreement (except for purposes of the definition of Third Party), neither the Company nor any of its direct or indirect subsidiaries will be deemed to be an Affiliate of any Member.

Agreement:	this Operating Agreement, also known as a limited liability company agreement, as amended from time to time.
AKD Holdings:	as defined in the preamble.
AKD Holdings Contribution Agreement:	as defined in Section 4.1.
AKD Holdings Member:	AKD Holdings and any successor to or Transferee of Units from AKD Holdings who is admitted as a Member pursuant to Article 13. If at any time there is more than one AKD Holdings Member, any allocations and Distributions to the AKD Holdings Member under this Agreement or any other rights or obligations of the AKD Holdings Member under this Agreement will be allocated among such AKD Holdings Members based upon the number of Units owned by each AKD Holdings Member as a percentage of the total number of Units owned by all AKD Holdings Members.
AKD Net Asset Value	as defined in the Reorganization Agreement.
AKD Redemption Price:	as defined in the Reorganization Agreement.
Annual Budget:	shall mean, as at any time, the Company's then-effective annual operating and capital budget approved or otherwise in effect pursuant to Section 7.5.
Appraised Unit Value	as defined in Section 14.3.
Articles:	the Articles of Organization referred to in Section 1.1, as amended from time to time.
Authorized Valuation Methodology:	as defined in Section 14.3[a].
Available Cash:	as of any relevant date, the aggregate cash or cash equivalents of the Company on hand or on deposit with banks or financial institutions or held in any other form by

the Company, less [i] the current portion of indebtedness of the Company, [ii] payments required to be paid by the Company within one year after the date of calculation, and [iii] reasonable reserves for working capital and contingent liabilities of the Company as reasonably determined by the Board of Managers.

Bankruptcy:	a Person will be deemed bankrupt if: [a] any proceeding is commenced against such Person as “debtor” for any relief under bankruptcy or insolvency laws, or laws relating to the relief of debtors, reorganizations, civil rehabilitations, arrangements, compositions, or extensions, or such Person becomes subject to procedures for provisional or final attachment in respect of all or a material portion of its assets, and [i] such proceeding is not dismissed or stayed within 120 days after such proceeding has commenced, or [ii] an order for relief against such Person is granted, or [b] such Person commences any proceeding for relief under bankruptcy or insolvency laws or laws relating to the relief of debtors, reorganizations, civil rehabilitations, arrangements, compositions, or extensions.
Board of Managers:	the governing body of the Company that has the power and authority set forth in Section 7.1, comprised of all of the Managers, as and when acting in their capacity as the Board of Managers of the Company as provided in this Agreement.
Budget Committee:	as defined in Section 7.5.
Business Day:	any day other than a Saturday, a Sunday or a day on which banking institutions in Anchorage, Alaska are required or authorized to be closed.
Capital Account:	the capital account of a Member established and maintained in accordance with Section 4.3.
Capital Contribution:	any contribution (or deemed contribution) of money or property by a Member to the Company that is either an Initial Contribution or an Additional Contribution.
Change of Control:	with respect to any subject Person means the first to occur of the following events: [i] any sale, lease, exchange, or other

transfer (in one or a series of related transactions) of all or substantially all of the assets of the subject Person to any Person or group of related Persons as determined pursuant to Section 13(d) of the Securities Exchange Act of 1934, other than to one or more of its Affiliates; or [ii] any event pursuant to which any Person other than any Affiliates of the subject Person acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of more than 50% of the combined voting power of the then-outstanding voting securities of the subject Person; provided that no Change of Control with respect to the Company shall occur as a result of any of the transactions contemplated by the Reorganization Agreement.

Code:	The Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any subsequent revenue laws.
Commercially Reasonable Efforts:	reasonable efforts made by any party that will not require such party to undertake extraordinary or unreasonable measures to obtain any consents, approvals or other authorizations or to achieve other desired results, including requiring such party to make any material expenditures (other than normal filing fees or the like) or to accept any material changes in the terms of a contract, license or other instrument for which a consent, approval or authorization is sought.
Common Units:	Units denominated as such and having the rights set forth in Section 3.2.
Company:	as defined in the preamble.
Confidential Information:	as defined in Section 15.3[b].
Control:	including with correlative meanings, the terms "controlling", "controlled by" and "under common control with", as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
Damages:	as defined in Section 9.1.

Dissolution: the happening of any of the events described in Section 11.1.

Distribution: the amount of any money or the Fair Market Value of any property distributed by the Company to a Member as an operating or liquidating Distribution in accordance with this Agreement, reduced by the amount of any Company liabilities assumed by the distributee or to which the distributed property is subject.

EBITDA Multiplier: as defined in the Management Agreement and as adjusted from time to time pursuant to Section 5.1(d) of the Management Agreement.

Effective Date: as defined in the preamble.

Fair Market Value: the cash price at which a willing seller would sell and a willing buyer would buy, both having full knowledge of the relevant facts and being under no compulsion to buy or sell, in an arm's-length transaction without time constraints. The Fair Market Value any asset will be the fair market value thereof as determined in good faith by the Board of Managers or, if requested by Notice given by any Member, as determined in accordance with the valuation procedure set forth in Section 14.3, which determination will be conclusive and binding; provided that any determination of the Fair Market Value of Units for purposes of determining the Appraised Unit Value of such Units will be governed in all respects by the provisions of Article 14.

% Coupon: as defined in Section 14.1[a].

Fire Lake: as defined in the preamble.

Fire Lake Member: Fire Lake and any successor to or Transferee of Units from Fire Lake who is admitted as a Member pursuant to Article 13. If at any time there is more than one Fire Lake Member, any allocations and Distributions to the Fire Lake Member under this Agreement or any other rights or obligations of the Fire Lake Member under this Agreement will be allocated among such Fire Lake Members based upon the number of Units owned by each Fire Lake Member as a percentage of the total number of Units owned by all Fire Lake Members.

Fiscal Year:	the fiscal and taxable year of the Company, including both 12-month and short fiscal or taxable years; until changed as provided in this Agreement, each Fiscal Year will begin on January 1 of each year and end on December 31 of such year, provided that the first Fiscal Year will begin on the Effective Date and the last Fiscal Year will end on the date on which Liquidation of the Company is completed.
Former Operating Agreement:	as defined in Section 1.7.
GAAP:	generally accepted accounting principles as in effect from time to time in the United States of America, consistently applied.
GCI:	as defined in the preamble.
GCI Member:	GCI and any successor to or Transferee of Units from GCI who is admitted as a Member pursuant to Article 13. If at any time there is more than one GCI Member, any allocations and Distributions to the GCI Member under this Agreement or any other rights or obligations of the GCI Member under this Agreement will be allocated among such GCI Members based upon the number of Units owned by each GCI Member as a percentage of the total number of Units owned by all GCI Members.
GCI Requested Financial Information:	as defined in Section 10.5.
Governmental Approvals:	any consent, approval or authorization of, notice to, declaration of, or filing with, any Governmental Authority.
Governmental Authority:	any foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, tribunal, organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.
Graystone:	as defined in the preamble.
Graystone Member:	Graystone and any successor to or Transferee of Units from

Graystone who is admitted as a Member pursuant to Article 13. If at any time there is more than one Graystone Member, any allocations and Distributions to the Graystone Member under this Agreement or any other rights or obligations of the Graystone Member under this Agreement will be allocated among such Graystone Members based upon the number of Units owned by each Graystone Member as a percentage of the total number of Units owned by all Graystone Members.

Indemnified Persons:	as defined in Section 9.1.
Initial Contribution:	the initial Capital Contribution made (or deemed made) by a Member to the Company with respect to any Units issued to such Member, as described in <u>Schedule 4.1</u> .
IRS Notice:	as defined in Section 3.4[b].
Lien:	a mortgage, lien, pledge, collateral assignment, charge, title retention agreement, levy, execution, attachment, garnishment, security interest or other encumbrance.
Limited Owner:	as defined in Section 11.3.
Liquidation:	the process of winding up and terminating the Company after its Dissolution.
Losses:	as defined in Section 5.1.
Management Agreement:	The Management Agreement entered into by and between the Company and Fire Lake as of the date hereof in the form attached hereto as <u>Exhibit C</u> .
Manager:	an individual appointed to serve on the Board of Managers in accordance with Section 7.2.
Members:	each of the GCI Member, the Pacificom Member, the Red River Member, the Graystone Member, the Fire Lake Member and any other Person admitted as a Member pursuant to Article 13.

Non-GCI Members: each of the AKD Holdings Member, the Pacificom Member, the Red River Member and the Graystone Member.

Notice: any written notice actually delivered pursuant to Section 16.12 or deemed delivered pursuant to Section 16.13.

Original Profits Interest Units: as defined in Section 3.3[a].

Pacificom: as defined in the preamble.

Pacificom Member: Pacificom and any successor to or Transferee of Units from Pacificom who is admitted as a Member pursuant to Article 13. If at any time there is more than one Pacificom Member, any allocations and Distributions to the Pacificom Member under this Agreement or any other rights or obligations of the Pacificom Member under this Agreement will be allocated among such Pacificom Members based upon the number of Units owned by each Pacificom Member as a percentage of the total number of Units owned by all Pacificom Members.

Person: an individual, corporation, partnership, limited liability company, trust, unincorporated organization or other entity.

Presumed Tax Liability: for any Member for a Fiscal Year and any Fiscal Year prior thereto, an amount equal to the product of [a] the amount of taxable income allocated to such Member for that Fiscal Year and all Fiscal Years prior thereto and [b] the Presumed Tax Rate.

Presumed Tax Rate: the highest combined federal and state income tax rate applicable during such Fiscal Year to a natural person residing in Alaska, taxable at the highest marginal federal income tax rate and the highest marginal Alaska income tax rates, determined without regard to the adjustments provided for in Sections 67 and 68 of the Code.

Proceeding: any threatened, pending, ongoing or completed action, suit or proceeding, whether formal or informal, and whether civil, administrative, investigative or criminal.

Profits: as defined in Section 5.1.

Profits Interest Units:	Units denominated as such and having the rights set forth in Section 3.3.
Qualified Appraiser	as defined in Section 14.3[a].
Red River:	as defined in the preamble.
Red River Member:	Red River and any successor to or Transferee of Units from Red River who is admitted as a Member pursuant to Article 13. If at any time there is more than one Red River Member, any allocations and Distributions to the Red River Member under this Agreement or any other rights or obligations of the Red River Member under this Agreement will be allocated among such Red River Members based upon the number of Units owned by each Red River Member as a percentage of the total number of Units owned by all Red River Members.
Regulations:	the Treasury Regulations (including temporary or proposed regulations) promulgated under the Code, as amended from time to time (including corresponding provisions of succeeding regulations).
Regulatory Allocations:	as defined in Section 5.12.
Reorganization Agreement:	the Reorganization Agreement dated as of June [], 2006 among the initial Members, the Company, and the members of Denali PCS, LLC.
Representatives:	as defined in Section 15.3[a].
Safe Harbor Units:	as defined in Section 3.4[b].
Tax Distribution:	as defined in Section 6.5.
Tax Matters Partner:	as defined in Section 10.9.
Third Party:	means, with respect to any Person, any other Person that is not an Affiliate of such Person.

Transfer:	a direct or indirect sale, exchange, assignment, transfer or other disposition of a Unit or any interest therein (including the creation of a Lien on all or any part of a Unit), whether voluntary, involuntary or by operation of law.
Transferee:	a Person to whom a Unit is Transferred in compliance with this Agreement.
Transferor:	a Person who Transfers a Unit in compliance with this Agreement.
Unit:	as defined in Section 3.1.
Vote:	the action of the Members made in accordance with the voting requirements set forth in Article 7 or any other applicable provision of this Agreement, either at a meeting or by written consent without a meeting.
Withdrawal:	the occurrence of an event which terminates membership in the Company, as provided in Section 11.2.

ARTICLE 2. PURPOSES AND POWERS

2.1 Principal Purposes. Subject to the provisions of this Agreement, the purpose of the Company is [a] to provide wireless communication services; and [b] to do any and all other acts or things that may be incidental, advisable or necessary to carry on the business of the Company as contemplated by this Agreement.

2.2 Other Purposes. The Company may engage in activities related or incidental to its principal purpose, as well as any other lawful business or investment activity as may be approved by the unanimous Vote of the Members.

2.3 Powers. Subject to the provisions of this Agreement, the Company has all the powers granted to a limited liability company under the Act, as well as all powers necessary or convenient to or for the furtherance of the purpose specified in Section 2.1 that are not expressly prohibited to the Company by applicable law.

ARTICLE 3. UNITS

3.1 Classes of Units. The ownership of the Company shall be divided into and represented by Units. There shall be two classes of Units: Common Units and Profits Interest Units. References in this Agreement to “Units” shall include all Units outstanding as of the relevant date, without regard to class. The Company shall be authorized to issue a total of Units, consisting of Common Units and Profits Interest Units, subject to the adjustments provided for in Sections 3.2 and 3.3 below. The Units owned by each Member are

set forth in Schedule 1.3 (subject to the adjustments contemplated by Section 3.2 and 3.3 below). Each time Units are issued, cancelled, forfeited or transferred in accordance with the terms and conditions of this Agreement, the Company shall attach a revised Schedule 1.3 to this Agreement and send a copy thereof to all Members. No consent of any Member shall be needed to make such revisions to Schedule 1.3.

3.2 Common Units.

[a] Issuance. The Company has issued on the Effective Date Common Units to the GCI Member, Common Units to AKD Holdings, Common Units to the Pacificom Member, Common Units to the Red River Member and 2 Common Units to the Graystone Member for the Capital Contributions set forth in Section 4.1; provided that Section 2.3 of the Reorganization Agreement provides for an adjustment to the number of Common Units issued on the Effective Date to the GCI Member based on the value of the Company as of the Effective Date as determined in accordance with the terms and conditions of the Reorganization Agreement (such value is referred to in the Reorganization Agreement as the AKD Net Asset Value); and provided further that Section 2.4 of the Reorganization Agreement provides that at the closing of the transactions contemplated by the Reorganization Agreement, GCI shall purchase from the Company an additional Common Units, with the proceeds from the sale of such additional Common Units to be used by the Company to redeem a like number of Common Units first from the Pacificom Member, the Red River Member and the Graystone Member and then from the AKD Holdings Member. The number of Common Units held by the Non-GCI Members and the GCI Member following the transactions and adjustments contemplated by Sections 2.2, 2.3 and 2.4 of the Reorganization Agreement shall automatically be adjusted as appropriate to reflect that total number of Common Units finally determined to be held by the Non-GCI Members and the GCI Member pursuant to the terms and conditions of Sections 2.2, 2.3 and 2.4 of the Reorganization Agreement. The adjustments to the number of Common Units issued to the GCI Member based on the AKD Net Asset Value pursuant to Section 2.3 of the Reorganization Agreement shall be made to be effective retroactively as of the date of the original issuance. The Company shall make appropriate revisions to Schedule 1.3 to reflect the number of Common Units held by the Non-GCI Members or the GCI Member following the transactions contemplated by Sections 2.2, 2.3 and 2.4 of the Reorganization Agreement, which revisions do not need to be approved by the Members. Exhibit D provides some examples of the operation of the Sections 2.2, 2.3 and 2.4 of the Reorganization Agreement and the accompanying adjustments to the total number of Common Units held by each Member. Except as set forth above, the Company shall have no authority to issue additional Common Units.

[b] Rights. The holders of the Common Units shall have the voting and economic rights set forth in the other Articles of this Agreement.

3.3 Profits Interest Units.

[a] Issuance. The Company has issued on the Effective Date a total of Profits Interest Units to Fire Lake (the "Original Profits Interest Units"); provided that if the transactions and adjustments contemplated by Sections 2.2, 2.3 and 2.4 of the Reorganization

Agreement result in the Company having more or less than _____ Common Units issued and outstanding, then the number of the Original Profits Interest Units shall be automatically adjusted to equal a number of Profits Interest Units equal to [i] the total adjusted number of Common Units issued and outstanding divided by _____ (rounded to two decimal places), minus [ii] the total adjusted number of Common Units issued and outstanding. Exhibit D provides some examples of the operation of the Sections 2.2, 2.3 and 2.4 of the Reorganization Agreement and the accompanying adjustments to the number of Original Profits Interest Units. Except for the adjustment contemplated by Section 3.3[c] below, the Company shall have no authority to grant additional Profits Interest Units.

[b] Rights. Profits Interest Units shall constitute an interest in the future Profits and Losses of the Company and shall not entitle the holder thereof to any portion of the value of the Company as of the date that the Profits Interest Units are issued. The holders of Profits Interest Units shall have the voting and economic rights set forth in the other Articles of this Agreement. It is the intent of the Members and the Company that Profits Interest Units shall represent an interest in the Company that qualifies as a “profits interest” within the meaning of IRS Revenue Procedure 93-27, 1993-2 C.B. 343, or any successor authority thereto, and such profits interest shall have no Capital Account as of the date that any such Profits Interest Units are issued.

[c] Adjustment of Profits Interest Units. In the event that the Management Agreement terminates for any reason, GCI exercises its rights to purchase the Units of the Non-GCI Members and the Fire Lake Member pursuant to Section 14.1 below or if there is a Change of Control transaction with respect to the Company, then subject to any forfeiture provisions contained in Section 14.1 below, the number of Profits Interest Units issued to Fire Lake pursuant to Section 3.3[a] shall be deemed to have been retroactively adjusted as of the date of the original issuance to equal the amount of the Original Profits Interest Units multiplied by the applicable EBITDA Multiplier. By way of example, assuming that the number of Original Profits Interest Units remains at _____ pursuant to Section 3.3[a], then if there is an adjusting event and the EBITDA Multiplier is equal to _____ then Fire Lake will be deemed to have owned _____ Profits Interest Units from the Effective Date. The Company will then make appropriate adjustments to the Capital Accounts of the Members to reflect this adjustment, which adjustments will not need to be approved by the Members. The Company shall also make appropriate revisions to Schedule 1.3, which revisions will not need to be approved by the Members.

3.4 Code Section 83(b) Election and Safe Harbor.

[a] General. Each Member that acquires an interest in the Company that is subject to vesting agrees that within 30 days after such Person becomes a Member, the Person who is performing the services to which the vesting requirement relates shall file an election with the Internal Revenue Service under Section 83(b) of the Code and the regulations promulgated thereunder with respect to that interest (and with respect to any other interest in the Company that is subject to vesting based upon services to be performed by that Person).

[b] Safe Harbor Election. By executing this Agreement, each Member authorizes and directs the Company to elect to have the “Safe Harbor” described in the proposed Revenue

Procedure set forth in Internal Revenue Service Notice 2005-43 (the “IRS Notice”) apply to any Units transferred to a service provider by the Company on or after the effective date of such Revenue Procedure (or any substantially similar Revenue Procedure or other guidance issued by the Internal Revenue Service) in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Board of Managers is hereby designated as the “partner who has responsibility for federal income tax reporting” by the Company and, accordingly, that execution of such Safe Harbor election by the Board of Managers constitutes execution of a “Safe Harbor Election” in accordance with Section 3.03(1) of the IRS Notice with respect to such Units (“Safe Harbor Units”). The Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice (and any substantially similar Revenue Procedure or other guidance issued by the Internal Revenue Service), including, without limitation, the requirement that each Member shall prepare and file all federal income tax returns reporting the income tax effects of each Safe Harbor Units issued by the Company in a manner consistent with the requirements of the IRS Notice (an any substantially similar Revenue Procedure or other guidance issued by the Internal Revenue Service).

[c] Failure to Comply. Any Member or former Member that fails to comply with the requirements set forth in Section 3.4[a] or Section 3.4[b] shall indemnify and hold harmless the Company and each adversely affected Member and former Member from and against any and all losses, liabilities, taxes, damages, judgments, fines, costs, penalties, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, without limitation, costs and expenses of suits and proceedings, and reasonable fees and disbursements of counsel), in each case resulting from such Member’s or former Member’s failure to comply with such requirements. The Board of Managers may offset distributions to which a Person is otherwise entitled under this Agreement against such Person’s obligation to indemnify the Company and any other Person under this Section 3.4[c] (and any amount so offset with respect to such Person’s obligation to indemnify a Person other than the Company shall be paid over to such other Person by the Company). A Member’s obligations to comply with the requirements of Section 3.4[a] or Section 3.4[b] and to indemnify the Company and any Member or former Member under this Section 3.4[c] shall survive such Member’s ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this Section 3.4[c], the Company shall be treated as continuing in existence. The Company and any Member or former Member may pursue and enforce all rights and remedies it may have against each Member or former Member under this Section 3.4[c], including [i] instituting a lawsuit to collect such indemnification and contribution, with interest calculated at a rate equal to the prime rate plus three percentage points per annum (but not in excess of the highest rate per annum permitted by law), compounded on the last day of each fiscal quarter and [ii] specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 3.4[a] or Section 3.4[b].

[d] Certain Amendments. Each Member authorizes the Board of Managers to amend Section 3.4[a] and Section 3.4[b] to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred by the Company to a

service provider in connection with services provided to the Company as set forth in Section 4 of the IRS Notice (e.g., to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance), provided that such amendment is not materially adverse to any Member (as compared with the after-tax consequences that would result if the provisions of the IRS Notice applied to all interests in the Company transferred to a service provider by the Company in connection with services provided to the Company).

3.5 Reacquired Units. Any Units reacquired by the Company shall automatically be cancelled and shall not be deemed issued or outstanding. Units reacquired by the Company shall not be available for reissuance.

3.6 Certificates. The Company may issue certificates representing any or all of the outstanding Units, in the discretion of the Board of Managers.

ARTICLE 4. CAPITAL OF THE COMPANY

4.1 Initial Contributions. By execution of this Agreement: [a] AKD Holdings acknowledges and agrees that all of the Class A Membership Interest and Class B Membership Interest and accompanying Class A Points, Class B Points and Voting Points (as such terms are defined in the Former Operating Agreement) granted to Pacificom, Red River and Graystone pursuant to the Former Operating Agreement and transferred to AKD Holdings pursuant to that certain Contribution Agreement dated as of the date hereof by and among the Non-GCI Members (the "AKD Holdings Contribution Agreement") are hereby converted and reclassified into the Common Units (and accompanying voting and economic rights set forth in this Agreement) issued to AKD Holdings pursuant to Section 3.2[a]; [b] Red River acknowledges and agrees that all of its Class A Membership Interest and accompanying Class A Points and Voting Points (as such terms are defined in the Former Operating Agreement) granted pursuant to the Former Operating Agreement and not transferred to AKD Holdings pursuant to the AKD Holdings Contribution Agreement are hereby converted and reclassified into the Common Units (and accompanying voting and economic rights set forth in this Agreement) issued to Red River pursuant to Section 3.2[a]; [c] Pacificom acknowledges and agrees that all of its Class A Membership Interest and accompanying Class A Points and Voting Points (as such terms are defined in the Former Operating Agreement) granted pursuant to the Former Operating Agreement and not transferred to AKD Holdings pursuant to the AKD Holdings Contribution Agreement are hereby converted and reclassified into the Common Units (and accompanying voting and economic rights set forth in this Agreement) issued to Pacificom pursuant to Section 3.2[a]; and [d] Graystone acknowledges and agrees that all of its Class B Membership Interest and accompanying Class B Points and Voting Points (as such terms are defined in the Former Operating Agreement) granted pursuant to the Former Operating Agreement and not transferred to AKD Holdings pursuant to the AKD Holdings Contribution Agreement are hereby converted and reclassified into the Common Units (and accompanying voting and economic rights set forth in this Agreement) issued to Graystone pursuant to Section 3.2[a]. Contemporaneously with or prior to the execution of this Agreement, GCI will make or will have made the Capital Contribution to the Company contemplated to be made by GCI with respect to its Units pursuant to Section 2.3 of the Reorganization Agreement. The agreed Fair Market Value of GCI's contribution as specified in Schedule 4.1 will be credited to GCI's Capital Account with respect to such Units, and such agreed Fair Market Value will be

deemed to be the amount of GCI's Initial Capital Contribution. The Capital Account of the Non-GCI Members will be adjusted as of the Effective Date pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(f)-(g) which will result in the Capital Account balances specified in Schedule 4.1, and such agreed amounts will be deemed to be the amount of such Non-GCI Member's Initial Capital Contribution. Notwithstanding the forgoing, Schedule 4.1 shall be amended as appropriate to adjust the Non-GCI Members' and the GCI Member's Capital Account as appropriate to reflect [i] the adjustments made to the AKD Net Asset Value pursuant to Section 2.3 of the Reorganization Agreement and the resulting change in the number of Common Units owned by the GCI Member pursuant to the terms and conditions of Section 2.3 of the Reorganization Agreement and [ii] the issuance of Common Units and accompanying redemptions pursuant to Section 2.4 of the Reorganization Agreement and any adjustments made to the AKD Redemption Price (as defined in the Reorganization Agreement) pursuant to Section 2.4 of the Reorganization Agreement and any resulting change in the number of Common Units owned by the Members. Exhibit D provides some examples of the operation of Sections 2.2, 2.3 and 2.4 of the Reorganization Agreement and the accompanying adjustments to the Capital Accounts of each Member.

4.2 Additional Contributions Except as required by law and except for the adjustments contemplated by Section 4.1 above, no Additional Contributions will be required or permitted to be made by any Member except upon the unanimous Vote of the Members.

4.3 Capital Accounts A Capital Account will be maintained for each Member and credited, charged and otherwise adjusted as required by § 704(b) of the Code and the § 704(b) Regulations. Each Member's Capital Account will be:

[a] Credited with [i] the amount of money contributed by the Member as an Initial Contribution or an Additional Contribution, [ii] the Fair Market Value of assets contributed by the Member as an Initial Contribution or Additional Contribution (net of liabilities that the Company assumes or takes subject to that were not taken into account in determining the Fair Market Value of such assets), [iii] the Member's allocable share of Profits and [iv] all other items properly credited to such Capital Account as required by the § 704(b) Regulations;

[b] Charged with [i] the amount of money distributed to the Member by the Company, [ii] the Fair Market Value of assets distributed to the Member by the Company (net of liabilities that the Member assumes or takes subject to that were not taken into account in determining the Fair Market Value of such assets), [iii] the Member's allocable share of Losses and [iv] all other items properly charged to such Capital Account as required by the § 704(b) Regulations; and

[c] Otherwise adjusted as required by the § 704(b) Regulations.

Any unrealized appreciation or depreciation with respect to any asset distributed in kind will be allocated among the Members in accordance with the provisions of Article 4 as though such asset had been sold for its Fair Market Value on the date of Distribution and the Members' Capital Accounts will be adjusted to reflect both the deemed realization of such appreciation or depreciation and the Distribution of such property.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the § 704(b) Regulations and will be interpreted and applied in a manner consistent with such Regulations and any amendment or successor provision thereto. The Members will cause appropriate modifications to be made if unanticipated events might otherwise cause this Agreement not to comply with the § 704(b) Regulations, so long as such modifications do not cause a material change in the relative economic benefits of the Members under this Agreement.

4.4 Adjustments. The Members intend to comply with the § 704(b) Regulations in all respects, and the Capital Accounts of the Members will be adjusted to the full extent that the § 704(b) Regulations may apply (including applying the concepts of qualified income offsets and minimum gain chargebacks).

4.5 Transfer. If any Units are Transferred in accordance with this Agreement, the Capital Account of the Transferor that is attributable to the Transferred Units will carry over to the Transferee.

4.6 Market Value Adjustments. Appropriate Capital Account adjustments will be made upon any Transfer of any Units, including those that apply upon the constructive liquidation of the Company under § 708(b) of the Code, all in accordance with the § 704(b) Regulations. Similarly, if optional basis adjustments are made under § 734 or § 743 of the Code, appropriate Capital Account adjustments will be made as required by the § 704(b) Regulations.

4.7 No Withdrawal of Capital. Except as specifically provided in this Agreement, no Member will be entitled to withdraw all or any part of its Capital Contribution from the Company prior to the Company's Dissolution and Liquidation or, when such withdrawal of capital is permitted, to demand a Distribution of property other than money or as otherwise provided in this Agreement.

4.8 No Interest on Capital. No Member will be entitled to receive interest on such Member's Capital Account or Capital Contribution.

4.9 No Drawing Accounts. The Company will not maintain a drawing account for any Member. All Distributions to Members will be governed by Article 6 (relating to Distributions not in Liquidation of the Company) and by Article 12 (relating to Liquidation).

ARTICLE 5. PROFITS AND LOSSES

5.1 Determination. The terms "Profits" and "Losses" mean, respectively, the net profits and losses of the Company determined for each Fiscal Year in accordance with the method of accounting adopted by the Company for federal income tax purposes, except that such net profit or loss will be determined [a] by including as an item of income any income that is exempt from taxation, [b] by deducting as an expense any expenditure of the Company not deductible in computing its taxable income and not properly chargeable to any Capital Account, or deemed not deductible in computing its taxable income and not properly chargeable to any Capital Account in accordance with the § 704(b) Regulations and [c] by calculating the gain, loss, depreciation and amortization on property that is reflected in the Capital Accounts at a book

basis different from the basis of such property for federal income tax purposes based on the book basis of such property in accordance with the § 704(b) Regulations. Any allocation of Profits or Losses will be considered a pro rata allocation of each item entering into the computation of Profits and Losses.

5.2 Allocation of Profits and Losses Generally. Except as otherwise provided in this Agreement, the Profits or Losses of the Company, including items of income, gain, loss and deduction for each Fiscal Year, will be allocated to the Members in proportion to their Units, without distinction as to class or series; provided that [a] no portion of the Profits or Losses attributable to the realization of the value of the Company as of the date that a Profits Interest Unit is issued shall be allocated to that Profits Interest Unit and [b] no portion of any item of income, gain, loss or deduction recognized prior to the issuance of a Unit shall be allocated to that Unit. The intent of the foregoing is to provide that each Profits Interest Unit shall participate to the same extent as a Common Unit in Profits and Losses attributable to operations of the Company after the date that the Profits Interest Unit is issued, but that a Profits Interest Unit shall participate to the same extent as a Common Unit in gain from the disposition of all or substantially all assets of the Company only to the extent that such gain reflects an increase in the fair market value of the assets of the Company from the date of the issuance of the Profits Interest Unit.

5.3 Nonrecourse Deductions. Losses attributable to any Company nonrecourse liability (for which no Member or related Person (within the meaning of the § 752 Regulations) bears the economic risk of loss) will be allocated in the same manner as Losses are allocated pursuant to Section 5.2, and Losses of the Company attributable to any Member nonrecourse liability (that is nonrecourse to the Company, but for which one or more Members or related Persons bear the economic risk of loss) will be allocated in accordance with the § 704(b) Regulations to those Members bearing (or who, because of their relationship to Persons who bear such economic risk of loss, are deemed to bear) the economic risk of loss for the liability. The allocation of liabilities to a property, the determination of nonrecourse deductions, the effect of property revaluations and all other issues affecting the allocation of nonrecourse deductions will be determined in accordance with the § 704(b) Regulations.

5.4 Minimum Gain Chargeback. Notwithstanding the general rule on allocation of Profits stated in Section 5.2, if there is a net decrease in Company minimum gain for any Fiscal Year, each Member will be allocated items of Profits for such year equal to such Member's share of the net decrease in Company minimum gain. If there is a net decrease in Member nonrecourse debt minimum gain for any Fiscal Year, each Member having a share of such minimum gain will be allocated items of Profits equal to such Member's share of such net decrease in Company nonrecourse debt minimum gain. The determination of net decreases in Company minimum gain and Member nonrecourse debt minimum gain, allocations of such net decreases, exceptions to minimum gain chargebacks and all other issues affecting the minimum gain chargeback requirements will be determined in accordance with the § 704(b) Regulations.

5.5 Tax Allocations. Allocation of items of income, gain, loss and deduction of the Company for federal income tax purposes for a Fiscal Year will be allocated, as nearly as is practicable, in accordance with the manner in which such items are reflected in the allocations of Profits and Losses among the Members for such Fiscal Year. To the extent possible, principles